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GF# D811066-ECNT**D209011015****FIRS** *Suzanne Henderson* **AS AND MINERAL LEASE**

10 Pages

This First Amendment to Oil, Gas and Mineral Lease ("First Amendment") is executed by JGH Properties, LLC, a Texas limited liability company ("Lessor"), as successor to JLB Contracting, LP, a Texas limited partnership ("JLB"), and Chesapeake Exploration, L.L.C., an Oklahoma limited liability company ("Lessee"), as successor to Dale Resources, L.L.C., a Texas limited liability company ("Dale"), to be effective as of Nov. 4, 2008 (the "Amendment Date").

WHEREAS, JLB and Dale previously executed that certain Oil, Gas and Mineral Lease dated March 11, 2005 (the "Lease") covering the property described in Exhibit "A" attached to this First Amendment (the "Leased Premises"), a memorandum of which is recorded as Document No. D205117252, Deed Records of Tarrant County, Texas;

WHEREAS, JLB has conveyed to Lessor all of JLB's interest in and to the Leased Premises including, without limitation, all of JLB's right, title and interest as lessor in and to the Lease;

WHEREAS, Dale has assigned to Lessee (as successor by merger to Chesapeake Exploration Limited Partnership) all of Dale's right, title and interest as lessee in and to the Lease;

WHEREAS, it is contemplated that KHC Land Investments, L.L.C., a Texas limited liability company ("KHC"), an affiliate of Lessee, will purchase from Lessor the surface of an approximately seven (7) acre portion of the Leased Premises, as more particularly described on Exhibit "B" attached to this First Amendment (the "Surface Tract");

WHEREAS, Lessor and Lessee have agreed to amend the Lease for the purpose of, among other things, (i) deleting all surface use restrictions in the Lease which may have otherwise been applicable to the Surface Tract and (ii) deleting the overriding royalty provisions in the Lease which may have otherwise been applicable to the Surface Tract, all as provided in this First Amendment; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this First Amendment and in the Lease, and for other good and valuable consideration, which the parties acknowledge receiving, Lessor and Lessee agree as follows:

1. Lessor hereby represents and warrants to Lessee that Lessor is currently the sole owner and holder of the interest of lessor under the Lease. Lessee hereby represents and warrants to Lessor that it is currently the sole owner and holder of the interest of lessee under the Lease.

2. The second sentence of Section 6 of the Lease is hereby deleted in its entirety and replaced with the following:

"When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth."

3. Sections 17 and 18 of the Lease are hereby deleted in their entirety.

4. Section 21 of the Lease is hereby deleted in its entirety and replaced with the following:

“21. WELL SITES; EASEMENTS. Lessee’s right to conduct surface operations on the Leased Premises shall be limited to that certain portion of the Leased Premises described on Exhibit “A” attached hereto (the “Surface Tract”), together with a twenty foot (20’) wide easement along the entire length of the west property line of the Leased Premises which easement is hereby granted to Lessee by Lessor and within which all flow lines, power lines, telephone lines and electric lines shall be located unless a separate easement agreement is specifically executed by Lessor. Additionally, Lessor hereby grants to Lessee an easement over and across the Leased Premises for the purpose of ingress, egress and access to the Surface Tract if the Surface Tract does not have direct access to a public right-of-way. Lessor also hereby grants, assigns and conveys to Lessee and its successors and assigns, a perpetual subsurface easement under and through the portion of the subsurface of the Leased Premises deeper than five hundred feet (500’) below the surface for the placement of well bores (along routes selected by Lessee) from oil or gas wells the surface locations of which are situated on either the Surface Tract or tracts other than the Leased Premises for the purpose of developing oil, gas and other minerals in and under the Leased Premises and/or any other lands, regardless of whether or not such other lands are pooled with the Leased Premises. Such subsurface easement shall run with the Leased Premises, shall be binding on Grantor and Grantor’s successors and assigns, and shall survive any termination or expiration of the Lease.”

5. Section 22 of the Lease is hereby deleted in its entirety.

6. The Lease is hereby amended by deleting Exhibit “A” to the Lease and replacing it with the description of the Surface Tract which is attached as Exhibit “B” to this First Amendment.

7. Notwithstanding anything to the contrary, (i) the Lease shall in no way restrict use of the surface and subsurface of the Surface Tract, and (ii) no overriding royalty interest or other consideration shall be payable to Lessor or any other party pursuant to the Lease in connection with any well drilled from a surface location on the Surface Tract.

8. This First Amendment may be executed by facsimile or otherwise in multiple counterparts, each of which will, for all purposes, be deemed an original, but which together will constitute one and the same instrument.

9. Notwithstanding anything herein to the contrary, except as otherwise specifically amended by this First Amendment, the parties hereby ratify the Lease and agree that the Lease remains in full force and effect. Lessor acknowledges and approves of the assignment of the Lease to Lessee.

10. All capitalized terms used in this First Amendment which are not otherwise defined have the same definitions as set forth in the Lease.

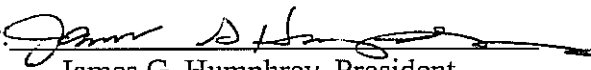
11. Lessor and/or Lessee may record either a copy of this First Amendment or a memorandum thereof in the real property records of Tarrant County, Texas.

[signatures on following page]

IN WITNESS WHEREOF, the undersigned have executed this First Amendment to be effective as of the Amendment Date.

Lessor:

JGH Properties, LLC,
a Texas limited liability company

By: 
James G. Humphrey, President

Lessee:

Chesapeake Exploration, L.L.C.,
an Oklahoma limited liability company

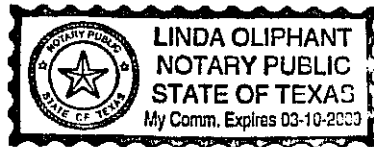
By: _____
Henry J. Hood, Senior Vice President –
Land & Legal and General Counsel

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 30TH day of OCTOBER, 2008, by James G. Humphrey, the President of JGH Properties, LLC, a Texas limited liability company, on behalf of said limited liability company.

Linda Oliphant
Notary Public in and for the State of Texas

[SEAL]



STATE OF _____ §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2008, by Henry J. Hood, as Senior Vice President – Land & Legal and General Counsel of Chesapeake Operating, Inc., general partner of Chesapeake Exploration, L.L.C., an Oklahoma limited liability company, on behalf of said limited liability company.

Notary Public, State of _____
Printed Name: _____
My commission expires: _____

IN WITNESS WHEREOF, the undersigned have executed this First Amendment to be effective as of the Amendment Date.

Lessor:

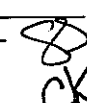
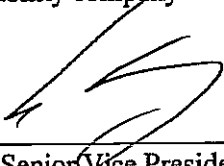
JGH Properties, LLC,
a Texas limited liability company

By: _____
James G. Humphrey, President

Lessee:

Chesapeake Exploration, L.L.C.,
an Oklahoma limited liability company

By: _____
Henry J. Hood, Senior Vice President –
Land & Legal and General Counsel



STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2008, by James G. Humphrey, the President of JGH Properties, LLC, a Texas limited liability company, on behalf of said limited liability company.

Notary Public in and for the State of Texas

[SEAL]

STATE OF Oklahoma §
 §
COUNTY OF Oklahoma §

This instrument was acknowledged before me on this 3rd day of November, 2008, by Henry J. Hood, as Senior Vice President – Land & Legal and General Counsel of Chesapeake Operating, Inc., general partner of Chesapeake Exploration, L.L.C., an Oklahoma limited liability company, on behalf of said limited liability company.

Kathy M. Mires
Notary Public, State of Oklahoma
Printed Name: Kathy M. Mires
My commission expires: 12-19-08

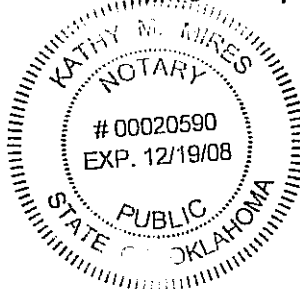


EXHIBIT "A"

DESCRIPTION OF THE LEASED PREMISES

29.73 acres of land, more or less, in the William Masters Survey, Abstract 1048, consisting of the following 2 (two) tracts:

First Tract: 13.3 acres, more or less, out of the William Masters Survey, Abstract 1048, more particularly described in that certain Plat recorded in Volume 388-159, Page 23, dated March 31, 1983, also being Lot 6 of Block 1 out of the Trinity Park Development, a subdivision of the City of Fort Worth.

Second Tract: 16.43 acres, more or less, out of the William Masters Survey, Abstract 1048, more particularly described by metes and bounds in that certain Warranty Deed dated March 3, 1988, from SRO Paving, Inc., as Grantor, to J. L. Bertram Construction and Engineering, Inc., as Grantee, recorded in Volume 9230, Page 1506 of the Deed Records of Tarrant County, Texas.

EXHIBIT "B"

DESCRIPTION OF THE SURFACE TRACT

[to be attached]

PROPERTY DESCRIPTION

BEING a 7.000 acre tract of land situated in the M.W. Masters Survey, Abstract Number 1048, located in Tarrant County, Texas, being part of a tract of land described in Special Warranty Deed to JGH Properties LLC, recorded in County Clerk's Document Number D208266540, Deed Records Tarrant County, Texas, (D.R.T.C.T.), said 7.000 acre tract being more particularly described as follows:

BEGINNING at a 5/8-inch found iron rod for the southwest corner of said JGH Properties tract and the southeast corner of a tract of land described in Warranty Deed to the City of Fort Worth recorded in Volume 4431, Page 180, D.R.T.C.T., said corner being on the north right-of-way line of Randol Mill Road (variable width), said corner being South 04 degrees 47 minutes 05 seconds East, a distance of 1.61 feet from a 5/8-inch found iron rod;

THENCE North 00 degree 44 minutes 34 seconds West, departing said north right-of-way line and along said common line between said JGH Properties tract and said Fort Worth tract, a distance of 924.01 feet to a 5/8-inch set iron rod with cap stamped "Dunaway Assoc. LP" (hereinafter referred to as "with cap");

THENCE North 89 degrees 35 minutes 27 seconds East, departing said common line and crossing said JGH Properties tract, a distance of 330.01 feet to a 5/8-inch set iron rod with cap for corner;

THENCE South 00 degrees 44 minutes 34 seconds East, continuing across said JGH Properties, a distance of 924.01 feet to a set "PK" nail on the north right-of-way line of said Randol Mill Road, said corner being South 89 degrees 35 minutes 27 seconds West, a distance of 70.00 feet from a found spike for the southeast corner of said JGH Properties tract and the southwest corner of a tract of land described in Warranty Deed to the City of Fort Worth recorded in County Clerk's Document Number D205019106, D.R.T.C.T.;

THENCE South 89 degrees 35 minutes 27 seconds West, along said north right-of-way, a distance of 330.01 feet to the POINT OF BEGINNING and containing 7.000 acres, or 304,924 square feet of land, more or less.